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4 Case No. C-1-02-479

5 JEFFERSON-PILOT LIFE INSURANCE CO.,)
6 v. Plaintiff)
7 CHRISTOPHER L. KEARNEY,)
8 Defendant)

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11 DEPOSITION OF: ROBERT MILLS, taken before
12 Sharon R. Roy, Notary Public Stenographer, pursuant
13 to Rule 30 of the Massachusetts Rules of Civil
14 Procedure, at the law offices of ACCURATE COURT
15 REPORTING, 1500 Main Street, Springfield,
16 Massachusetts on May 14, 2004 commencing at 8:38 p.m.

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19 APPEARANCES:

20 (See Page 2)

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1 saying the error in the payments, the alleged error
2 in the payments to Mr. Kearney was uncovered by
3 somebody minutes before the meeting with Spiegel?

4 A. Yeah, several minutes before the meeting
5 with Attorney Spiegel, Bill Hughes and I were in a
6 Cuban coffee shop, I believe, and I uncovered the
7 mistake, the Jefferson-Pilot mistake in paying the
8 increase in benefits.

9 Q. Was it a Jefferson-Pilot mistake or was it
10 a Jefferson-Pilot mistake and a DMS mistake?

11 A. It was a Jefferson-Pilot mistake that, you
12 know, I unfortunately continued for quite some time.

13 Q. You got control of the file in January of
14 2000, and this meeting with Spiegel occurred in
15 October 2001?

16 A. I got the file around January 2000, and I
17 believe you're correct, because it was, again, it was
18 shortly after 9/11.

19 Q. And Mr. Hughes was going on the trip
20 because he had working knowledge of the file prior to
21 the Cuban coffee revelation, right?

22 A. He had knowledge of the file, and I believe
23 the file would also reflect that he had some
24 communications with Mr. Kearney.

1 Q. So it's just coincidence that you and your
2 supervisor planned a trip to Florida, bought tickets,
3 got on a plane and went to meet with Mr. Kearney's
4 counsel, and prior to actually arriving on ground in
5 Miami, Florida you had no discussion, no inkling or
6 no conclusion that he had been paid erroneously up
7 until the time that you got on a plane to Florida.

8 A. That was a long --

9 Q. That was a bad question. Let me ask you
10 that again.

11 Prior to getting on the plane to Florida
12 and committing to that trip, did you have any
13 discussion with anyone or had you thought to yourself
14 that the benefits paid to Mr. Kearney were being paid
15 in error?

16 A. I had no knowledge that the benefits being
17 paid to Mr. Kearney were in error until sitting down
18 in that coffee shop 15, 20 minutes or so before we
19 met with Attorney Spiegel.

20 Q. So it's just a coincidence that two people
21 would fly from Springfield, Massachusetts to Miami,
22 Florida to talk to a lawyer for a claimant, and it's
23 just coincidental that an extraordinary matter came
24 to your attention after you arrived in Florida?

1 A. I wouldn't call it a coincidence. You
2 know, Attorney Spiegel had asked us for a couple
3 copies of the policy. It made me take a look at that
4 policy and come to the understanding. My
5 recollection was that he was aware of the
6 circumstances with the case, that there were
7 differences on both parties and that we were going to
8 discuss those, and that one of the options when
9 there's disputes is to come to some type of
10 resolution and that those discussions would be had.

11 Q. You're mindful that DMS had a copy of the
12 WJ567A policy for over four years prior to that
13 meeting, right?

14 A. I don't recall a specific time that an
15 actual copy of that policy was received by DMS.

16 Q. You're mindful that DMS performed some work
17 for Jefferson-Pilot relative to the Kearney claim
18 going back to 1997; you're mindful of that from your
19 knowledge of the claim file, right?

20 A. I recall looking at that claim file there
21 was a handling of the case by DMS prior to 2000.

22 Q. And you're mindful that in 1997 that at
23 Todd Ditmar's specific request, because he wanted the
24 legal department to review the policy, that the